

been contended that it was only justifiable homicide, or, at the most, manslaughter in the fourth degree.

Justifiable homicide it cannot be, as that only exists when a man is killed under a warrant by an officer of the law.

Excusable homicide is where a man takes a life in his own defense, and uses the means which is at his hand on the instant. It does not mean that a man may put himself into a passion and come up and kill you, for that may be murder in the first degree. A body is not at liberty to insult you first and then kill you.

The death of a man may be excessive not because the man put a less value on his human life, but because it exceeds his letting go of human life.

There have been two different ways of dealing with the various definitions of manslaughter from the books, and in addition to the request of the present court to show an example of the changes in the definitions of the Courts have done no good and no harm. The original law was that no matter what was done, if it was done with the intent of killing a man, it was a capital crime. If a man should do anything before a rational being, it did not alter the terms of the original law, and this was best because it did not compel the jury to

And no traces of intoxication can be allowed to excuse a prisoner in a case where the act of killing is clearly malicious and premeditated. Good God! that the time shall ever arrive when the man of good character shall come into court on the same footing as the man of bad character. But I will leave the question, because

[illegible][illegible]

This is an application by the Sheriff to recover from the Controller his fees for services of process in the case commenced by the Board of Excise against the liquor dealers who have been fined for selling liquor. The amount of the fees commenced amount to about \$30.00. The sum of \$50.00 has already been demanded by the Sheriff it having been incorporated in his quarterly bill, and allowed by the Supervisors. The Controller has refused to pay the bill, and the Sheriff has filed this quarterly bill, contending that the county is not liable until the Excise Board shall have exhausted their remedy against the defendants in the suits. Further, that the Controller, for failing to pay the bill, is liable on the claim on the Controller, the Excise Commissioners being liable, as the Sheriff was employed by them.

A Deputy filed an order to show cause why a peremptory writ should not issue compelling him to pay the items in the Sheriff's quarterly bill, which was allowed, and made returnable on Tuesday next.

A NEWS PAPER ORDERED TO BE SOLD.

Thomas B. Jones, of Jones & Jones and Richard Hays, of the Times, were the parties.

This was an application for an injunction and receiver. The parties were equal parties. In *The Spirit of the Times*, the plaintiff alleged that the defendants had suppressed under authority, and had refused to publish, certain articles of news, and that they were endeavoring to suppress the same, and that they were conducting the paper in a manner that was de-

deferring its value, and that with proper management it could be made remunerative. De Cadeau properly conducted, denied the allegation in reference to examining plaintiff's articles; averred that the plaintiff had made free with the bank account of the defendant, and that he had been obliged to turn it over to another, so that it was out of the reach of the defendant.

Messrs. J. W. Ashmead and Adams & Fuller argued the case for the plaintiff, and Messrs. J. W. Ashmead and J. M. Adams for the defendant. The decision of the Judge is as follows:

The application for the appointment of a receiver must be granted. Reference is ordered to John De Cadeau to prepare a schedule of the property of the defendant to the amount of his security and take a bond in due form from each person with two sureties. The receiver to be authorized to sell the mine *The Spirit of the Times*, printing press, and other contents of the defendant's business, and to give eight days' public notice, for cash. The defendants to be authorized to issue the paper until the sale shall be made and the purchaser put in possession.

It is further ordered that the receiver become the purchaser, the re-

order to accept fifty per cent of the purchase price and security at ninety days for payment of the balance. Order is to be set on for the next action.

**INJUNCTION AGAINST A GERMAN THEATRE.**

The Managers of the Juvenile Asylum at Giesau Lindendamm, on application of Henry A. Hart et al., have obtained an injunction enjoining the defendant from giving any more performances in his saloon in the Bowery, opposite Spring street. The play may be understood by looking towards the last of the theatrical season on Sunday.

**Before Justice STRUTHELAND.**

**DECISIONS.**

Edbert Denning, Trustee, et al. -New York Marble Company, et al.—Reference to Charles Stuart, etc., to take proofs, *ac.*

Henry A. Receiver, *ex.* William H. Do Groot et al.—The plaintiff may take an order that the tenant George W. Brainerd, within two days after a service of a copy of this order, sign and deliver to the plaintiff a receipt for a copy of the writ, and the writ is so entered in the precise form and words, *ac.*

Henry S. Taylor, *ex.* Benjamin F. Allen, et al.—The plaintiff may take an order that the defendant be stayed until the hearing and decision of plaintiff's motion for a new trial, and plaintiff may have an order to that effect.

John A. Loring, et al. —U. S. V. G. P. B. and Packing Co., et al.—Decree set aside.

**Before Justice ISRAELHAM.**

The People *ex.* Hart, Henry A. Hart et al. *ex.* Geo. H. White, et al.—Motion granted, and peremptory mandamus ordered.

**SERIAL TERMS—OCT. 18.—Before Justice FORTNEY.**

**DECISIONS.**

John A. Loring, et al. —U. S. V. G. P. B. and Packing Co., et al.—Decree set aside.

[illegible]

Residence.	Letter.	For.	Date.
City of Baltimore.	New York.	Livingston.	Oct. 2.

North Britton.....	Quebec.....	Liverpool.....	Oct. 20
Africa.....	New York.....	Liverpool.....	Oct. 20
City of Manchester.....	New York.....	Liverpool.....	Oct. 17
City of London.....	New York.....	Liverpool.....	Oct. 17
New Scotland.....	Quebec.....	Liverpool.....	Oct. 17
Arabic.....	Boston.....	Liverpool.....	Oct. 31
Barrington.....	New York.....	Southernport.....	Nov. 1
Belmont.....	New York.....	Liverpool.....	Nov. 1
Elmhurst.....	New York.....	Havre.....	Nov. 3
Alex.....	Liverpool.....	New York.....	Nov. 7
Fulham.....	New York.....	Havre.....	Nov. 10

TO ARRIVE.

City of Manchester.....	Liverpool.....	New York.....	Oct. 20
New Scotland.....	Quebec.....	Quebec.....	Oct. 20
City of Vancouver.....	Liverpool.....	New York.....	Oct. 10
Illinois.....	Southernport.....	New York.....	Oct. 10
Camden.....	Quebec.....	Quebec.....	Oct. 18
Great Eastern.....	Millford Haven.....	New York.....	Oct. 17
Falton.....	Southernport.....	New York.....	Oct. 17
Go.....	Liverpool.....	Havre.....	Oct. 18
Go.....	Liverpool.....	New York.....	Oct. 18
Bahama.....	Liverpool.....	Quebec.....	Oct. 18
Europe.....	Liverpool.....	London.....	Oct. 20
Adriatic.....	London.....	Quebec.....	Oct. 20
Adriatic.....	London.....	Quebec.....	Oct. 20

Florida.....	Liverpool.....	New-York.....	Oct. 27
North American.....	Liverpool.....	Quebec.....	Nov. 1
John Bell.....	Glasgow.....	New-York.....	Nov. 3
Vanderbilt.....	Southampton.....	New-York.....	Nov. 7

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